

CARROLL H. KEHNE, JR., and  
DONNA P. KEHNE, his wife

: NO. 21,506 EQUITY

VS

: IN THE CIRCUIT COURT FOR

EVA M. PORTER SMITH

: FREDERICK COUNTY, MARYLAND

: : : : :

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Eva M. Porter Smith, the Respondent, by Edwin F. Nikirk, her solicitor, for answer to the Bill of Complaint filed against her in this cause, respectfully represents unto your Honorable Court:

FIRST: That she admits the allegation contained in the First paragraph of said Bill of Complaint; further answering the First paragraph of said Bill of Complaint your Respondent states that in addition to the provisions contained in the Contract of Sale marked as "Complainants' Exhibit No. 1" the Respondent and the Complainants, their agents, servants, and employees, had agreed that the sale of the property mentioned in "Complainants' Exhibit No. 1" was contingent upon the respondent disposing of her property located located at 103 Bishop Lane, Catonsville, Maryland, and that the Complainants, their agents, servants, and employees, failed to insert the contingency provision in the Contract of Sale, well knowing that the Respondent would be unable to perform under the provisions of said Contract of Sale unless she disposed of her own property in Catonsville, Maryland, as afore-said.

SECOND: That your Respondent admits the allegations contained in the second paragraph of said Bill of Complaint, but avers that she agreed to pay the balance of the purchase price provided in said contract providing the contingency set forth in the answer to the First paragraph of the Bill of Complaint.

THIRD: That your Respondent admits the allegations contained in the Third paragraph of said Bill of Complaint, subject to the occurrence of the contingency aforementioned.

FOURTH: Answering the fourth paragraph of said Bill of Complaint your Respondent states that before the date for final settlement The Complainants were willing and able to convey to the